

MEMORANDUM

APRIL 19, 1984

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT J. RYAN, DIRECTOR

SUBJECT: CHARLESTOWN NAVY YARD, EXECUTION OF DOCUMENTS NECESSARY FOR CONVEYANCE OF PARCELS FOR SHIPWAY I AND SHIPWAY II FOR TOWNHOUSE CONSTRUCTION

As you are aware, Immobiliare New England has been tentatively designated for Navy Yard development for a phased construction project. In accordance with the terms of the Land Disposition Agreement of December 7, 1978, they are seeking the conveyance of title to the land under the so-called Shipway parcels and an amendment to the original disposition documents necessary to successfully market the new twenty-one unit townhouse construction presently underway under a license agreement on the Shipway.

In accordance with the proposed terms and conditions of the revised documents attached hereto, which include a First Amendment to the Land Disposition Agreement, the Authority will release the option it has for a possible reverter for these parcels. Such option for a reverter was to only be effective 99 years from the date of conveyance and, in consideration of that release, the Authority will share in the proceeds of the disposition of the townhouses, which sharing will approximate 4% of the gross sale price of said units. The Authority will also receive additional consideration in that it will be able to attribute these same proceeds for reduction of the principle due under the original mortgage note that is payable to Immobiliare New England. It is anticipated, under this procedure, that the Authority will be able to retire all of our outstanding obligations under the original \$1,170,000 promissory note to the developers within the next 36 to 48 months. The staff analysis agrees with that of the developers when Immobiliare says that the marketability of the residential townhouses would be extremely difficult with the reverter provision still applicable.

In addition, because the improvements on several of the Navy Yard parcels, including the Shipways, were completed or will be completed in somewhat different sequence than was originally called for in the 1978 disposition agreement, it is also requested that the Authority execute a revised Schedule J to the disposition agreement, which not only revises the dates to coincide with actual construction and the anticipated date for the availability of financing for the remainder of the parcels, but also solidifies the mechanism for payment of the additional amount due the Authority for the release of the reverter and, most importantly, the revised mechanism for the expeditious retiring of the original promissory note.

It is, therefore, recommended that the Director be authorized to execute the documents substantially in the form attached hereto.

VOTED: That the Director be, and hereby is, authorized to execute a Deed to Immobiliare New England with respect to Parcels 3E and 3F in the Boston Naval Shipyard; and, further, to execute additional documents substantially in the form attached hereto, including a Partial Release concerning Parcels 3E and 3F, the Notification of Credit to Mortgage Obligation concerning said parcels, and the execution of the First Amendment to the original Land Disposition Agreement dated December 7, 1978.

DEED

BOSTON REDEVELOPMENT AUTHORITY
TO
IMMOBILIARE NEW ENGLAND
PARCELS 3E AND 3F

BOSTON REDEVELOPMENT AUTHORITY, a body politic and corporate, duly organized and existing under Chapter 121B of the General Laws of the Commonwealth of Massachusetts having its usual place of business in Boston, Suffolk County, Massachusetts (the "Grantor"), for THIRTY-SEVEN THOUSAND FIVE HUNDRED ONE AND NO/100 DOLLARS (\$37,501.00), hereby grants to IMMOBILIARE NEW ENGLAND, a Massachusetts joint venture of Immobiliare Boston, Inc., a Massachusetts corporation, and CANOPUS, INC., a Delaware corporation, 5106 Ninth Street, Charlestown, MA 02129 ("Grantee"), with QUITCLAIM COVENANTS, the following described parcels located in the Charlestown section of Boston, Suffolk County, Massachusetts:

PARCEL 3E

A certain parcel of land in Charlestown (Boston), Suffolk County, Massachusetts, situated on the southeast side of First Avenue, shown as Parcel 3E on a plan entitled "Parcels 3A, 3E, 3F, 3G, 3H, 3I, 3K & THIRTEENTH ST. EXT. SUBDIVISION PLAN OF LAND IN CHARLESTOWN, MASS" dated Nov. 17, 1983 by SURVEY ENGINEERS OF BOSTON, which plan is recorded herewith. Being 5767 m² or 62,078[±] ft., more or less.

PARCEL 3F

Parcel 3F shown on the aforesaid Plan, being 1694 m² or 18,238[±] ft., more or less.

Easements Granted

Parcels 3E and 3F are hereby conveyed with the benefit of the following easements, to be used in common with all others entitled thereto:

(1) A 15' wide construction easement over the "Fire lane" in parcel 3A shown on the Nov. 17, 1983 plan, for the passage of construction vehicles, material and personnel during the process of construction and/or repairs on the said Parcels 3E and 3F.

(2) 10' wide electric easement over Parcel 3H, as shown on said Plan.

Parcels 3E and 3F are hereby conveyed together with the benefit of the following easements, to be used (a) in common with all others entitled thereto and (b) in common with the Grantor as owner of Parcel No. 1 (also known as the "Historic Monument Parcel"), portions of Parcel No. 2 (also known as the "Project Parcel" and the "Buy Parcel"), and Parcel No. 3 (also known as the "Public Park Parcel", the "Recreation Parcel" and "Shipyard Park") shown on a plan entitled "Boston Redevelopment Authority, City of Boston Suffolk County - Massachusetts, Boston Naval Shipyard Charlestown, Land Parcel Plan Alternate 1 Revised" by Parsons, Brinckerhoff, Quade & Douglas, Inc., dated May 31, 1978, recorded with Suffolk County Registry of Deeds in Book 9182, Page 134 (the "BRA Alternate 1 Revised Plan"). (Parcels 1, 2 and 3 as shown on the BRA Alternate 1 Revised Plan are defined and hereinafter referred to as "Parcel 1", "Parcel 2" and "Parcel 3", respectively):

(1) An easement for travel by foot or vehicle (a) throughout First Avenue, Second Avenue, Third Avenue, Fifth Avenue, Sixth Street, Eighth Street, Ninth Street, Thirteenth Street, Sixteenth Street and the Gate 5 roadway area and entrance as shown within Parcels 1, 2 and 3 and (b) throughout all such additional streets and ways as may be established by the Grantor within Parcels 1, 2 and 3 or within such areas of the U.S.S. Constitution National Park (as said Park is shown on the BRA Alternate 1 Revised Plan or on any other future plans of record) as may be conveyed to or dedicated to the use and control of the Grantor. This easement shall include the right to use all of the aforesaid avenues, streets and ways for all purposes for which streets and ways may be used from time to time within the City of Boston, except that the easement throughout Second Avenue shall be for travel by foot and by emergency and other authorized vehicles only.

(2) An easement to use and connect into all utility systems, lines, pipes, drains, conduits and related equipment and appurtenances, including without limitation all electricity, gas, water, sewer, drainage and telephone lines, as they currently exist and as they may be established or relocated from time to time by the Grantor within streets and other areas in Parcel 1, 2 and 3 and as they may be designated or located on any future plans of record.

The Grantor also hereby assigned to the Grantee the rights of the Grantor, as they related to Parcels 3E and 3F, in and to all temporary easement rights to travel throughout those portions of Gate 1; First Avenue, Second Avenue, Third Avenue and Fourth Street within the aforesaid U.S.S. Constitution Park as set forth and exhibited in an Agreement to Exchange Real Property between the United States of America and the Boston Redevelopment Authority dated April 2, 1979 and recorded with Suffolk County Registry of Deeds in Book 9182, Page 200.

Easements Reserved and to which Premises are Subject

Parcel 3E is conveyed subject to the following easements, which are hereby reserved by the Grantor for its use (as owner of adjoining land) in common with the Grantee and others entitled thereto:

Easements to construct, operate, maintain, inspect, repair and replace subsurface utility systems, lines, pipes, drains, conduits and related equipment and appurtenances, including without limitation subsurface electricity, gas, water, sewer drainage and telephone lines, in the areas shown as "utility easement" and "electric easement" on the November 17, 1983 plan.

Parcel 3E is also conveyed subject to the following easements, which are hereby reserved for the benefit of Parcels 3I and 3H at the former Boston Naval Shipyard, Charlestown, Massachusetts, as said parcels are more particularly described on the November 17, 1983 plan, to be used in common with the Grantee and others entitled thereto:

Construction easement 10' wide along a portion of the northeastern boundary of lots 3E and 3F, as shown on said plan.

Covenants

(1) All of the above-described premises are conveyed subject to the terms, conditions, covenants and agreements contained in the Charlestown Urban Renewal Plan Project No. Mass. R-55, adopted by Boston Redevelopment Authority on March 25, 1965, recorded with Suffolk County Registry of Deeds in Book 8136, Page 704, and amended to include Boston Naval Shipyard by instrument adopted by Boston Redevelopment Authority at its offices at the Ninth Floor, City Hall, Boston, Massachusetts (the "Charlestown Urban Renewal Plan").

(2) All of the above-described premises are conveyed subject to and together with the benefit of a certain Agreement between the Boston Redevelopment Authority and Immobiliare New England, a Massachusetts joint venture, comprised of Immobiliare Boston, Inc., a Massachusetts corporation, and Canopus, Ltd., a Delaware corporation, dated December 7, 1978 and filed with the

Secretary of the Boston Redevelopment Authority at its offices at the Ninth Floor, City Hall, Boston, Massachusetts (the "Land Disposition Agreement").

(3) The Grantee covenants for itself, and every successor in interest to the property hereby conveyed, or any part thereof, that the Grantee and such successors shall not discriminate upon the basis of sex, race, color, religion, or national origin in the use, occupancy, sale, or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

(4) All changes or deviations in the plans for Parcels 3E and 3F entitled "

submitted to and approved by the Grantor, are subject to review and approval by the Grantor for the life of the Charlestown Urban Renewal Plan.

(5) Construction of improvements on the above-described premises in compliance with all of the terms and conditions of the Land Disposition Agreement shall be commenced within thirty (30) days after delivery of this Deed to and possession of the premises by the Grantee, and shall be diligently prosecuted to substantial completion not later than eighteen (18) months after the commencement thereof. In the event that the Grantee shall be unable to complete construction by such time due to fire, flood, unavoidable accident or other casualty, labor difficulties, strikes, shortages of labor, materials or equipment, war, civil commotion, acts of God, severe or inclement weather, or any other cause beyond Grantee's control, the time for completion of construction shall be extended for a period equal to the length of the delay caused thereby. Promptly after substantial completion of the improvements, the Grantor shall deliver a Certificate of Completion to the Grantee. Such certificate shall be in recordable form and shall be a conclusive determination of completion of construction and of satisfaction and termination of the covenants contained in this paragraph.

(6) During the term of the Charlestown Urban Renewal Plan, no building or structure shall be constructed or built on the above-described premises, other than the improvements described in and permitted by the Land Disposition Agreement, unless and until (a) the proposed plans for such building or structure have been submitted to the Grantor and (b) the Grantor shall have

approved the proposed plans in writing and authorized the construction of such building or structure as in conformity with the requirements of the Charlestown Urban Renewal Plan.

(7) During the term of the Charlestown Urban Renewal Plan, the Grantee shall, from time to time, at all reasonable hours, give to the duly authorized representatives of the United States of America, the Grantor and the City of Boston free and unobstructed access for inspection purposes to any and all of the improvements constructed on the above-described premises and to all open areas surrounding the same, subject, however, to the rights of any tenants and licensees of the premises.

(8) During the term of the charlestown Urban Renewal Plan, the Grantee shall keep the improvements constructed on the above-described premises in good and safe condition and repair unless such improvements shall have become uninsurable, and in the occupancy, maintenance and operation of such improvements, the Grantee shall comply with all applicable laws, ordinances, codes and regulations.

(9) The Grantor hereby warrants and covenants that the above-described premises are being conveyed hereby specifically free and clear of any claim or lien by the City of Boston for any municipal charges, betterments or assessments allocable to the premises or to any larger area of which these premises are a part; and the Grantor hereby agrees to indemnify and hold harmless and to defend the Grantee from any such claims together with all costs and fees incurred in connection therewith.

Title References

For title of the Grantor, see the following:

- (1) Deed from United States of America to Boston Redevelopment Authority, dated May 21, 1979, recorded with Suffolk County Registry of Deeds in Book 9182, Page 165.
- (2) Confirmatory Taking by Boston Redevelopment Authority, dated May 17, 1979, recorded with Suffolk County Registry of Deeds in Book 9182, Page 189.
- (3) C. 556 of Massachusetts Acts and Resolves of 1978.
- (4) Deed from Massachusetts Port Authority to Boston Redevelopment Authority, dated May 24, 1979 recorded with Suffolk County Registry of Deeds in Book 9182, Page 176.

- (5) See also an Agreement to Exchange Real Property by and between United States of America and Boston Redevelopment Authority, dated April 2, 1979, recorded with Suffolk County Registry of Deeds in Book 9182, Page 200.
- (6) See also the following additional Deeds to Boston Redevelopment Authority.
- (A) Deed from United States of America of Parcel 1 dated July 7, 1978, recorded with Suffolk County Registry of Deeds in Book 9182, Page 149.
- (B) Deed from United States of America, Bureau of Outdoor Recreation of Parcel 3 Park Parcel (also known as Recreation Parcel or Shipyard Park), dated May 6, 1977, recorded with Suffolk County Registry of Deeds in Book 8955, Page 262, as reformed by Deed from Heritage Conservation and Recreation Service, dated May 15, 1979, recorded with Suffolk County Registry of Deeds in Book 9182, Page 134.

The terms "Grantor" and "Grantee" when used in this Deed shall include their successors and assigns.

EXECUTED as a sealed instrument as of the _____ day of _____, 1983.

GRANTOR:

BOSTON REDEVELOPMENT AUTHORITY

By _____
Robert J. Ryan
its Director

GRANTEE:

IMMOBILIARE NEW ENGLAND
By: CANOPUS, INC., Joint Venturer

By _____

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

, 1983

Then personally appeared the above-named Robert J. Ryan, Director, who executed the foregoing instrument on behalf of the Boston Redevelopment Authority and acknowledged the foregoing instrument to be the free act and deed of the Boston Redevelopment Authority,

Before me,

(Name)

Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

, 1983

Then personally appeared the above-named _____, who executed the foregoing instrument on behalf of Canopus, Inc. and acknowledged the foregoing instrument to be the free act and deed of said corporation.

Before me,

(Name)

Notary Public

My Commission Expires:

PARTIAL RELEASE

Parcels 3E and 3F

IMMOBILIARE NEW ENGLAND, a Massachusetts joint venture comprised of Immobiliare Boston, Inc., a Massachusetts corporation, and Canopus, Ltd., a Delaware corporation ("Immobiliare"), the holder of a mortgage from the BOSTON REDEVELOPMENT AUTHORITY, a body politic and corporate duly organized and existing under Chapter 121B of the Massachusetts General Laws (the "BRA"), to Immobiliare dated May 24, 1979 and recorded with Suffolk County Registry of Deeds in Book 9182, Page 213 (the "Mortgage"), for consideration paid, hereby releases to the BRA and to those holding or claiming title by, through or under the BRA, all interest acquired under the Mortgage in the following described portion of the mortgaged premises:

Two certain parcels of land with the buildings, piers and improvements thereon in the Charlestown section of Boston, Suffolk County, Massachusetts shown as Parcels 3E and 3F on a plan entitled "Parcels 3A, 3E, 3F, 3H, 3I, 3K & 13TH STREET EXT. Subdivision Plan of Land in Charlestown, Mass. by Survey Engineers of Boston dated Nov. 17, 1983.

Said parcels are released together with the appurtenant easements and rights set forth in a deed from the BRA to

Immobiliare of even date herewith and recorded herewith in
the Suffolk County Registry of Deeds.

EXECUTED as a sealed instrument as of the day of
 , 1983.

IMMOBILIARE NEW ENGLAND
By its Joint Venturers:

IMMOBILIARE BOSTON, INC.

By Arturo L. Ressi di Cervia
its President

CANOPUS, LTD.

By Arturo L. Ressi di Cervia
its President

COMMONWEALTH OF MASSACHUSETTS

, ss.

, 1983

Then personally appeared the above-named Arturo L. Ressi di Cervia, President of Immobiliare Boston, Inc. and acknowledged the foregoing instrument to be the free act and deed of Immobiliare Boston, Inc., as joint venturer of Immobiliare New England, before me,

Notary Public

My commission expires: _____

COMMONWEALTH OF MASSACHUSETTS

, ss.

, 1983

Then personally appeared the above-named Arturo L. Ressi di Cervia, President of Canopus, Ltd., and acknowledged the foregoing instrument to be the free act and deed of Canopus, Ltd., as joint venturer of Immobiliare New England, before me,

Notary Public

My commission expires: _____

RE-AJD8/R

NOTIFICATION OF CREDIT TO
MORTGAGE OBLIGATION

Parcels 3E and 3F

Reference is made to a certain promissory note from the Boston Redevelopment Authority (the "BRA") as Maker to Immobiliare New England ("Immobiliare") as Payee dated May 24, 1979 in the original principal amount of One Million Seven Hundred Forty Thousand Dollars (\$1,740,000.00) (the "Note"). The Note is secured by a mortgage dated May 24, 1979 and recorded with the Suffolk County Registry of Deeds in Book 9182, Page 213.

In accordance with the provisions of the Note, Immobiliare hereby accepts from the BRA the conveyance of Parcels 3E and 3F in the former Boston Naval Shipyard, Charlestown, Massachusetts as payment of Thirty-Seven Thousand Five Hundred One Dollars (\$37,501.00) under the Note. Parcels 3E and 3F are more particularly described in a deed from the BRA to the Trustee of even date herewith and recorded with Suffolk County Registry of Deeds.

The foregoing amount is hereby deemed paid and credited to the account of the BRA as a payment of principal under the Note. The outstanding balance of principal remaining to be paid under the Note is One Million Six Hundred One Thousand Four Hundred

Ninety-Five and 00/100 Dollars (\$1,601,495.00).

EXECUTED as a sealed instrument as of the day of
 , 1984.

IMMOBILIARE NEW ENGLAND
By its Joint Venturers:

IMMOBILIARE BOSTON, INC.

Witness

By Arturo L. Ressi di Cervia
Its President

CANOPUS, LTD.

Witness

By Arturo L. Ressi di Cervia
Its President

Accepted:

BOSTON REDEVELOPMENT AUTHORITY

Witness

By Robert J. Ryan
Its Director

AGREEMENT

Reference is made to that certain AGREEMENT dated December 7, 1978, most recently amended on _____, 1984, between BOSTON REDEVELOPMENT AUTHORITY and IMMOBILIARE NEW ENGLAND, a Massachusetts joint venture having its principal place of business at 5106 Eighth Street, Charlestown, MA 02129, wherein the parties entered into certain reciprocal covenants and understandings with respect to the acquisition and development of the land shown as Parcel No. 2 on a Plan entitled "Boston Redevelopment Authority, City of Boston - Suffolk County - Massachusetts, Boston Naval Shipyard - Charlestown, Land Parcel Plan Alternate 1 Revised" by Parsons, Brinckerhoff, Quade & Douglas, Inc., dated May 31, 1978 recorded with Suffolk Deeds in Plan Book 9182, page 149, being 58.58 acres, more or less, according to said Plan.

The parties wish to execute and record this AGREEMENT to indicate to all parties the existence of IMMOBILIARE NEW ENGLAND's interest in such land by reason of the aforesaid AGREEMENT, which is incorporated herein by reference in its entirety.

EXECUTED UNDER SEAL this ____ day of _____, 1984.

BOSTON REDEVELOPMENT AUTHORITY

By _____

IMMOBILIARE NEW ENGLAND

By _____

COMMONWEALTH OF MASSACHUSETTS

, ss.

, 1984

Then personally appeared the above-named Robert J. Ryan,
Director, who executed the foregoing instrument on behalf of
the BOSTON REDEVELOPMENT AUTHORITY and acknowledged the foregoing
instrument to be the free act and deed of the BOSTON REDEVELOP-
MENT AUTHORITY,

Before me,

(Name)

Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

, ss.

, 1984

Then personally appeared the above-named
_____, who executed the foregoing instrument
on behalf of IMMOBILIARE NEW ENGLAND and acknowledged the foregoing
instrument to be the free act and deed of IMMOBILIARE NEW ENGLAND,

Before me,

(Name)

Notary Public

My Commission Expires: _____

FIRST AMENDMENT TO AGREEMENT
dated December 7, 1978
between
BOSTON REDEVELOPMENT AUTHORITY
and
IMMOBILIARE NEW ENGLAND

(Date of this Amendment / /)

For good and valuable consideration paid and in consideration of the reciprocal agreements herein set forth, the parties agree to AMEND the Agreement dated December 7, 1978 between them as follows:

1. With respect to Parcels 1A, 1B, 3B, 3E, 3H and 4A as described in the attached amended Exhibit J, Section 13.14 shall be of no further force and effect and shall be deemed deleted from the Agreement.

2. With respect to such Parcels 1A, 1B, 3B, 3E, 3H and 4A, the following language in the third and final paragraph of Section 2.03 shall be of no further force and effect and shall be deemed deleted from the Agreement:

"and will grant to the Authority an option to reacquire such phase for \$1.00 ninety-nine (99) years from the date of acquisition of such phase, exercisable at any time after the expiration of such period upon written notice to Developer or its successors or assigns."

3. Section 2.10 is amended by deleting the entire section and substituting therefor the following:

"2.10 Application of Notes to Purchase Price. The Authority and Developer agree that as parcels are acquired

by Developer pursuant hereto, Authority will accept, in payment of the Acquisition Price for each such parcel, Developer's cancellation of a dollar principal amount of the Notes which amount shall be equal to the greater of (a) the Acquisition Price for such phase or (b) the amount payable in addition to the Acquisition Price with respect to such phase, all as more particularly set forth in Exhibit J.

Notwithstanding the above, amounts payable in addition to the Acquisition Price with respect to certain parcels shall continue to be payable in cash pursuant to Exhibit J, with the sole exception that all or any part of the \$200,000 principal amount last coming due under such Notes shall be cancelled in satisfaction of Developer's obligation to pay a corresponding cash amount in addition to the Acquisition Price

Either party will promptly deliver to the other, upon written request therefor made no more than four (4) times in any calendar year, a statement of the principal amount of the Note(s) then outstanding. Developer shall include, in any such statement delivered by it, a statement of the amount, if any, in the escrow account described in footnote third to Exhibit J hereto."

4. Section 3.02A is hereby amended to set the date for establishment of a Development Program for Town Houses on Piers 5 and 7 (or Pier 6 if development of Pier 5 is not feasible in Developer's judgment) as December 7, 1987; Section

3.02B(i) is hereby amended by deleting the words "five (5)" from the first line and substituting the words "seven (7)";

5. Section 3.02B(i) is amended by adding thereto at the end the following:

"Upon repayment in full of the Authority's \$1,740,000 Note referred to in Section 2.02 (whether pursuant to Section 2.10 or otherwise), Developer shall automatically be deemed entitled to a credit hereunder of \$150,000 against the aforesaid Deposit, if and when the same becomes due hereunder, and/or, correspondingly, against the purchase price when payable as set forth below."

6. Section 3.02B(iii) is hereby amended by revising the next-to-last line thereof to read "May 30, 1989"; and Section 3.02B(iv) is hereby amended by deleting the words "five (5)" from the first line thereof and substituting the words "seven (7)" therefor.

7. Exhibit J is deleted in its entirety and the attached amended Exhibit J is substituted therefor.

Terms used herein shall have the meanings attributed to them in the aforesaid Agreement. Except as specifically herein set forth, the aforesaid Agreement shall remain in full force and effect, unamended.

EXECUTED UNDER SEAL as of the date of this Amendment set

forth above.

WITNESS:

BOSTON REDEVELOPMENT AUTHORITY

By

Robert J. Ryan, Director

WITNESS:

IMMOBILIARE NEW ENGLAND

By: CANOPUS, LTD
Joint Venturer

By

APPROVED AS TO FORM:

EXHIBIT J

DEVELOPMENT SCHEDULE
(Immobiliare New England Activities)

Acquisition of the Phases of the Project are proposed to be accomplished in accordance with the following timetable. The cash payment to be made for each Phase is set forth in a separate column entitled "ACQUISITION PRICE", except that upon the repayment in full of the Authority's \$1,740,000 Note referred to in Section 2.02 of the Agreement to which this is an exhibit (whether pursuant to Section 2.10 or otherwise), the Acquisition Price for all phases not then acquired by Developer for which a Development Plan has been established shall be automatically amended to \$1 each.

Commencement of Construction of each Phase shall occur no less than thirty (30) days after acquisition of such Phase. The Projected Acquisition Dates set forth herein are subject to extension in certain instances more particularly described in the Agreement.

<u>Phase</u>	<u>Projected Acquisition Date</u>	<u>Parcel Number</u>	<u>Parcel Description and Use</u>	<u>Acquisition Price</u>
I	5/79 (Acquired)	2A	Building 40/42: 368-Unit apartment building; 362-car parking garage; and waterfront park	\$100,000
IA	(Acquired) 3/82 (Acquired)	2C	Public Pedestrian Walkway	\$1
		1B ¹	Water area between Piers 5 and 6 - Marina	\$1
		2B	Pier 6 - Marina and Public Pedestrian easement	\$1,000
		2B ¹	Water area between Piers 6 and 7 - Marina	\$1
		3D	Public Pedestrian Park	\$1
II	12/84	1A	Building 197: 154-Unit apartment complex, approx. 5400 sq. ft. grade level restaurant; and 184-car parking garage	\$165,000 at time of acquisition.**
		1C	Public Pedestrian Walkway	\$1

<u>Phase</u>	<u>Projected Acquisition Date</u>	<u>Parcel Number</u>	<u>Parcel Description and Use</u>	<u>Acquisition Price</u>
III	4/84**	3A	Building 103: 112-Unit elderly housing apartment renovation	\$200,000
IV	1/84	3E	Shipway One: Townhouses - 21 units	\$37,500 at time of acquisition.***
		3F	Shipway Open Space Park	\$1
IV-A	6/84	3H and 3K	Shipway Two: 27-Unit Townhouse development; approx. 8,000 sq. ft. of office space below, storage, 200-car parking garage	\$50,000 at time of acquisition.***
		3G	Public Pedestrian Walkway	\$1
V	10/84**	3I	Building 104: 48-unit elderly housing apartment renovation and recreation facility	\$70,000
VI	4/85	3B	Pier 7: Development of 70 Townhouse units	\$1,000*
VI-A	4/85	3B ¹	Water area between Piers 8 and 9 - Marina use	\$1
		3C ¹	Water area between Piers 8 and 9 - Marina use	\$1
		3C	Pier 8 - Marina	\$1,000
		3J	Public Pedestrian Walkway	\$1
VII	4/86	1B	Pier 5: Development of 66 Townhouse units	\$1,000*

<u>Phase</u>	<u>Projected Acquisition Date</u>	<u>Parcel Number</u>	<u>Parcel and Description and Use</u>	<u>Acquisition Price</u>
VIII	4/87	4A	384 unit Midrise and Townhouse complex with 339-car parking garage	\$560,000 at time of acquisition.***
		4B	Pier 9 and 10 - Marina	\$1,000
		4C	Public Pedestrian Walkway	
		4D	Public Pedestrian Walkway	
		4E	Public Pedestrian Walkway and Private Access Road	

* Since Piers 5 and 7 are designed only for recreational use, Developer must pay to Authority, if it elects to develop such Piers, an amount equal to \$1,500 per unit at the time building permits are issued with respect to such unit, and thereafter at the time such unit is conveyed to a third party, an amount equal to four percent (4%) of the Gross Sales Price of such unit in addition to the Acquisition Price hereunder.

** Acquisition date subject to availability of appropriate subsidies, financing and other appropriate benefits necessary or appropriate to develop elderly housing units.

*** Upon conveyance of any Condominium or Cooperative Unit in the Buy Parcel to an arm's-length third party, Developer will pay to Authority, in addition to the Acquisition Price hereunder;

(A) four percent (4%) of the Gross Sales Price of such Unit,
and

(B) in lieu of a tax adjustment, a pro-rata amount of the taxes which would have been payable to the City of Boston if such parcel had not been exempt from taxation, for that portion of the current tax year during which the Cooperative or Condominium owner has title and possession, and Developer will also obtain the written undertaking of such party to pay a similar pro-rata portion of such taxes for any subsequent tax year for which such party has not yet been assessed as the Owner of such Condominium Unit or Cooperative. This

payment in lieu of taxes shall be computed using the purchase price of the unit as the assumed assessment on the unit and using the tax rate for the current year, if it is known, or, if not known, the most recently established tax rate for residential classifications of property in the City of Boston.

Such payments to the Authority shall be made as follows at the option of the Authority:

- (a) Payment shall be made to the Authority at the time of conveyance of each unit to the third party,

or

- (b) Amounts otherwise due on sale of units shall be placed in an interest-bearing escrow account in Developer's name, and payment shall be made therefrom to the Authority, with accrued interest, on the first day of each calendar quarter.

